



Fidelity National Title Company
 1200 Concord Ave., #400, Concord, CA 94520
 Phone: (925) 288-8000 • Fax:

Issuing Policies of Fidelity National Title Insurance Company

Order No.: 01007509-010-AM-PJ

Title Officer: Paul Jacobson

TO:
 County of Sacramento
 3711 Branch Center Road
 Sacramento, CA 95827

Escrow Officer: Audra Meyer
 8525 Madison Avenue, Suite 110
 Fair Oaks, CA 95628
 (916) 646-6018
 (916) 224-2697

ATTN: **.Shari Pasalo**
 YOUR REFERENCE: **CA81434948**

PROPERTY ADDRESS: [APN: 069-0060-055-0000, Folsom Boulevard, , CA](#)

AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:


 Authorized Signature



By: 
 Michael J. Nolan
 President

ATTEST: 
 Marjorie Nemzura
 Secretary



Fidelity National Title Company
1200 Concord Ave., #400, Concord, CA 94520
Phone: (925) 288-8000 • Fax:

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: March 28, 2024 at 7:30 a.m., Amended: April 5, 2024, Amendment No. A

ORDER NO.: 01007509-010-AM-PJ

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Sacramento Regional County Sanitation District, a political subdivision of the State of California

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of Projected Section 16, T. 9 N., R. 7 E., M.D.M., in Rancho Rio De Los Americanos, Sacramento County, California, described as follows:

Commencing at the Southeast corner of concrete floor of Libby, McNeill & Libby Cannery Building at the corner of Hazel Avenue and Folsom Boulevard, Sacramento County; thence South 25°40'30" East 20.96 feet to a point on the Northwesterly line of Folsom Boulevard; thence along said northwesterly line North 64°19' East 642.10 feet to the Southeast corner of that certain Parcel recorded on June 24, 1964 in Book 4995, Official Records, Page 586, said corner being identical with the Southeast corner of that certain parcel recorded January 6, 1921 in [Book 551, Deeds, Page 168](#); thence North 24°19'30" West 5.75 feet to the Southwest corner of that certain parcel recorded February 9, 1972 in Book [720209, Official Records](#), Page 281 of Sacramento County; thence along the Southerly line of said last recorded parcel, North 64°19' East, 411.80 feet; thence North 24°19'30" West 467.63 feet to the point of beginning of Lift Station No. 2 site; thence from said point of beginning North 24°19'30" West 100.00 feet to the Northeast corner of E. W. Greenhalgh Parcel; thence along his Northwesterly line South 64°06'00" West 80.00 feet; thence leaving said Northerly line and parallel with the Northwesterly line South 24°19'30" East 100.00 feet; thence, parallel with the Northwesterly line North 64°06;00" East 80.00 feet to the point of beginning.

APN: 069-0060-055-0000

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 2. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.
- 3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
- 4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- 5. Said land is located within the boundaries of the Energy Independence Program in accordance with Section 5898.22 of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, as shown on a map recorded

District: Community Facilities District No. 2012-1 (Clean Air)
 Recording Date: October 30, 2012
 Recording No.: Book 20121030, Page 0369, of Official Records

- 6. Any unpaid amounts now owing, for delinquent utilities, of record or not. Amounts can be ascertained by contacting the following:

County of Sacramento at (916) 875-5555, and/or including :
 City of Sacramento at (916) 808-5454.
 City of Folsom at (916) 355-7200.
 City of Galt at (209) 366-7150.
 City of Elk Grove at (916) 478-3642.
 City of Rancho Cordova at (916) 638-9000.
 City of Isleton at (916) 777-7770.
 City of Citrus Heights at (916) 725-2448, and for waste charges - Allied Waste at (916) 725-9060, and as required, fax request to (916) 463-0297.
 Sacramento Suburban Water District at (916) 972-7171.

- 7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Sacramento
 Purpose: Public utilities
 Recording Date: May 15, 1987
 Recording No: [Book 870515, Page 1893, of Official Records](#)
 Affects: A portion of said land

**EXCEPTIONS
(Continued)**

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Bell
Purpose: Underground communication facilities
Recording Date: November 06, 1987
Recording No: [Book 871106, Page 1565, of Official Records](#)
Affects: A portion of said land

Subjects to the terms and conditions contained therein.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Bell
Purpose: Underground communication facilities
Recording Date: December 09, 1987
Recording No: [Book 871209, Page 1310, of Official Records](#)
Affects: A portion of said land

Subject to the terms and conditions contained therein.

10. Water rights, claims or title to water, whether or not disclosed by the public records.

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

12. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: Sacramento Regional County Sanitation District

13. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Sacramento Regional County Sanitation District

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

**EXCEPTIONS
(Continued)**

- 14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

- 15. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

- 16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sacramento Area Sewer District, a county sanitation district
Purpose: Sanitary sewer pipelines
Recording Date: June 30, 2023
[Recording No:](#) [202306301254, of Official Records](#)
Affects: As described therein

PLEASE REFER TO THE "NOTES" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

NOTES

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial / Industrial properties, known as [APN: 069-0060-055-0000](#), Folsom Boulevard, located within the city of , California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

**INFORMATIONAL NOTES
(Continued)**

E. CLTA Standard Coverage Policy 1990 (11-09-18).

- 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
- 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

7. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: County of Sacramento

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

8. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

9. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

10. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

11. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

12. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES

Paul Jacobson/deb

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Fidelity National Title Company
 1200 Concord Ave., #400, Concord, CA 94520
 Phone: (925) 288-8000 • Fax:

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
 CLTC – Commonwealth Land Title Company
 FNTC – Fidelity National Title Company of California
 FNTCCA - Fidelity National Title Company of California
 TICOR – Ticor Title Company of California
 LTC – Lawyer’s Title Company
 SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
 CLTIC - Commonwealth Land Title Insurance Company
 FNTIC – Fidelity National Title Insurance Company
 FNTIC - Fidelity National Title Insurance Company
 CTIC – Chicago Title Insurance Company
 CLTIC – Commonwealth Land Title Insurance Company
 CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
 Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar

	<u>Your Deductible Amount</u>	<u>Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

69-06

SEP 22 2008

Tax Area Code

TO EAST COR. CONCRETE
PUMPING PLANT

POR. SEC. 15 & 16, T. 9N., R. 7E., M.D.B. & M.

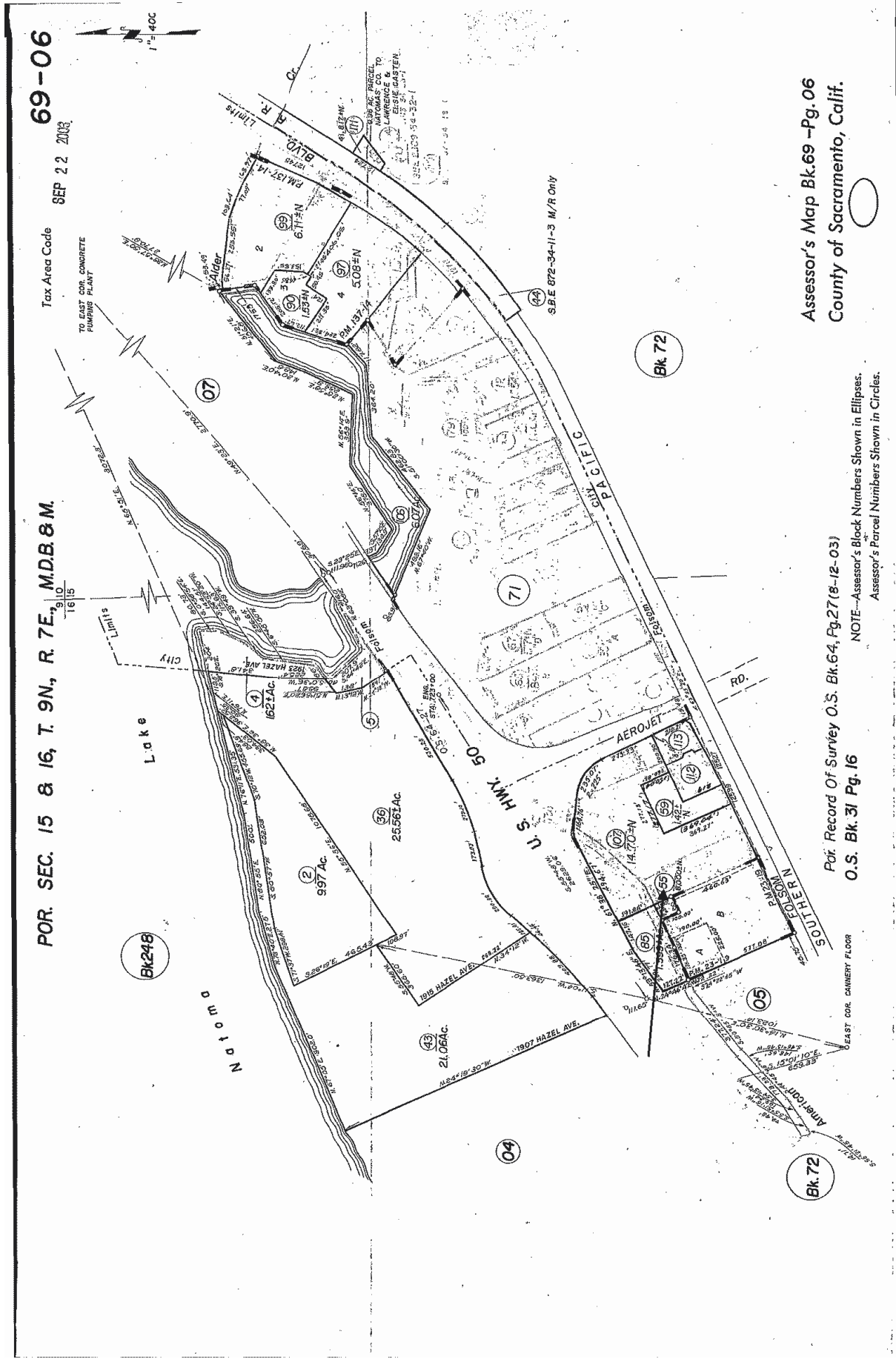
1615

L a k e

Bk. 248

N o r d

1"=400'



Assessor's Map Bk.69 -Pg. 06
County of Sacramento, Calif.

Por. Record Of Survey O.S. Bk.64, Pg.27 (8-12-03)
O.S. Bk. 31 Pg. 16

NOTE--Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

69-06

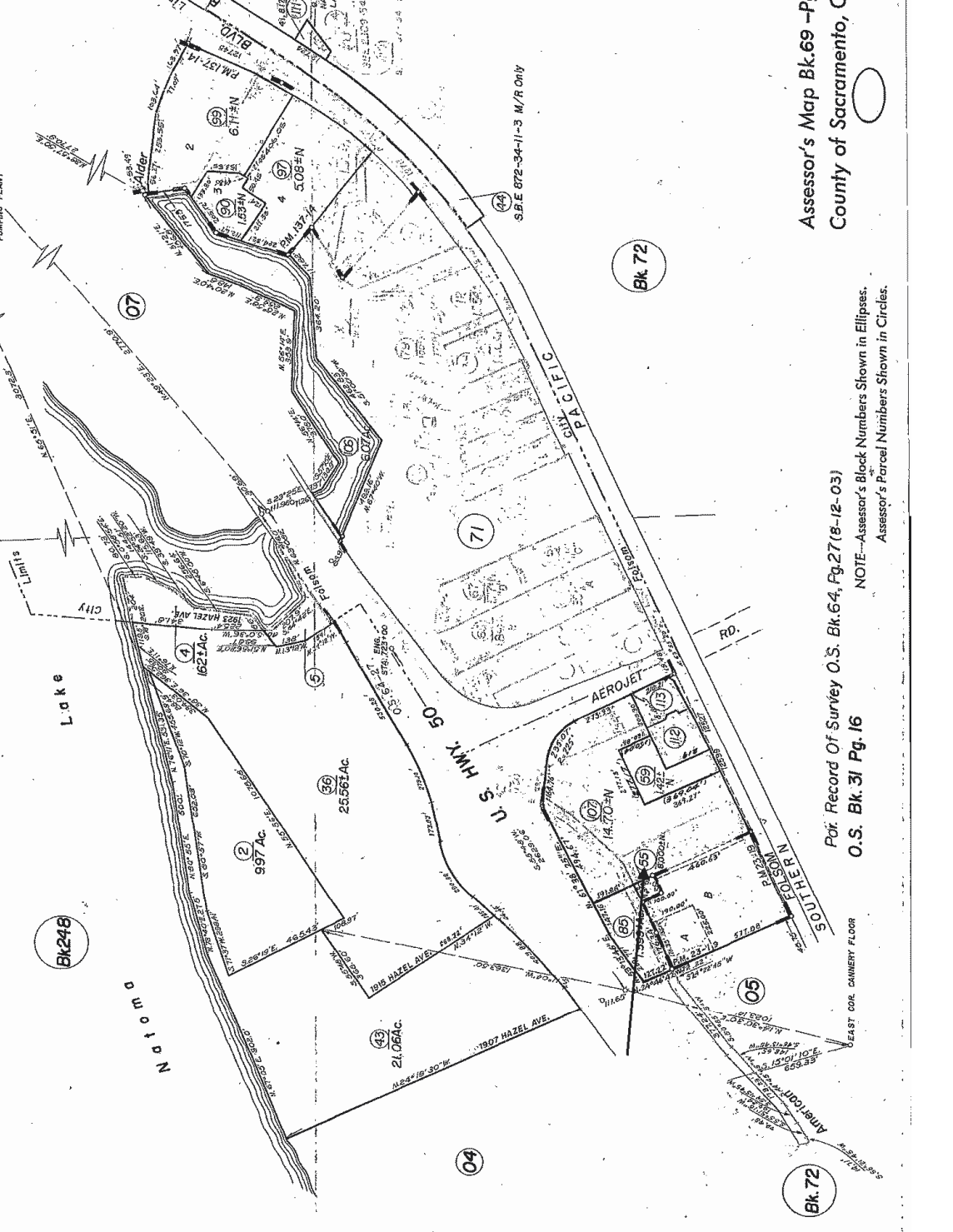
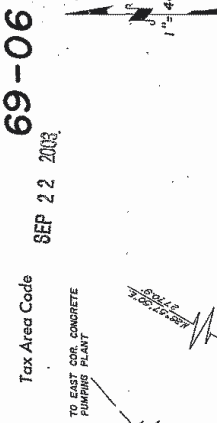
SEP 22 2008

Tax Area Code

POR. SEC. 15 & 16, T. 9N., R. 7E., M.D.B & M.

Lake

Bk. 248



Por. Record Of Survey O.S. Bk.64, Pg.27(8-12-03)
O.S. Bk. 31 Pg. 16

NOTE--Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk.69 -Pg. 06
County of Sacramento, Calif.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
1007 7TH STREET, 7TH FLOOR
SACRAMENTO, CA 95814
MAIL CODE: 06-001

Recorded in the County of Sacramento
John Dark, Clerk/Recorder
No Fee
199608020146 08:37am 08/02/96
095 30000000 03 21
R0: 3 7.00 5.00 0.00 0.00 0.00 0.00 0.00

NO FEE DOCUMENT

Okay to Accept/Date: Jan 12, 1996 Will Mackna (N.O.)
APN: 069-0060-055
Project: HAZEL CHLORINATION STATION
PROPERTY TRANSFER

THIS SPACE FOR RECORDER'S USE ONLY


COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY
REAL ESTATE DIVISION

QUITCLAIM DEED

The CITY OF FOLSOM, a political subdivision of the State of California, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a political subdivision of the State of California, all that real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBIT "A"

Dated this 20th day of Jan, 1996.


ROBERT H. BLASER
DIRECTOR OF PUBLIC WORKS

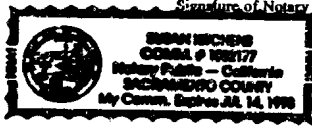
RED File: _____

E 25074
LOG NO. _____

(quit. qtc: 1/27/94)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF <u>California</u> COUNTY OF <u>Sacramento</u> On <u>June 20, 1996</u> before me, <u>Susan Kitchens</u> personally appeared <u>Robert H. Hoser</u> <input checked="" type="checkbox"/> personally known to me - OR - <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. <u>Susan Kitchens</u> Signature of Notary 	OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document. <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S) Title(s) <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____ SIGNER IS REPRESENTING: Name of Person(s) or entity(ies) _____ _____
OPTIONAL SECTION: DATA REQUESTED HERE IS NOT REQUIRED BY LAW.	TITLE OR TYPE OF DOCUMENT: _____ NUMBER OF PAGES _____ DATE _____ SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within grant, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Regional County Sanitation District, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution SR-359 of the Board of Directors of said District adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

Chris Hunter
Chief, Real Estate Division

July 24, 1996
Date

RETURN THIS DOCUMENT TO MAIL CODE: 06-001

LOG NO. _____



EXHIBIT "A"

A portion of projected Section 16, T. 9 N., R.7 E., M.D.M., in Rancho Rio De Los Americanos, Sacramento County, California, described as follows:

Commencing at the Southeast corner of concrete floor of Libby, McNeill & Libby Cannery Building at the corner of Hazel Avenue and Folsom Boulevard, Sacramento County: thence, South 25° 40' 30" East 20.96 feet to a point on the Northwestern line of Folsom Boulevard: thence, along said Northwestern line North 64° 19' East 642.10 feet to the Southeast corner of that certain parcel recorded on June 24, 1964 in Book 4995 Official Records page 586, said corner being identical with the Southeast corner of that certain parcel recorded January 6, 1921 in Book 551, Deeds, page 168: thence, North 24° 19' 30" West 5.75 feet to the Southwest corner of that certain parcel recorded February 9, 1972 in Book 72-02-09 Official Records page 281 of Sacramento County; thence, along the southerly line of said last recorded parcel, North 64° 19' East 411.80 feet; thence, North 24° 19' 30" West 467.63 feet to the point of beginning of Lift Station No. 2 site: thence, from said point of beginning North 24° 19' 30" West 100.00 feet to the Northeast corner of E.W. Greenhalgh parcel: thence, along his northwesterly line South 64° 06' 00" West 80.00 feet: thence, leaving said northerly line and parallel with the northeasterly line South 24° 19' 30" East 100.00 feet; thence, parallel with the northwesterly line North 64° 06' 00" East 80.00 feet to the point of beginning, containing 0.18 acres, more or less.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

D. Yamada (Seal)

State of California)
) SS On this 9th day of August in the year of our Lord one thousand
County of Sacramento) nine hundred and thirteen before me Charles C. Holl, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. Yamada known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Charles C. Holl
Notary Public in and for the County of Sacramento, State of California.

(Seal)

Recorded at request of S. Sato Jan. 6, 1921 at 11 h. 52' A. M.

Notorns Co. of Cal.)
) To)
Libby, McNeill & Libby) THIS INDEBTURE made this 29th day of November, A. D. 1920, between MATOMAS COMPANY OF CALIFORNIA, a corporation incorporated, organized and existing under the laws of the State of California, the party of the first part, and LIBBY, McNEILL and LIBBY, a corporation incorporated, organized and existing under and by virtue of the laws of the State of Maine, the party of the second part, WITNESSETH: That the party of the first part, for and in consideration of the sum of ten dollars (\$10) lawful money of the United States, paid to the party of the first part by the party of the second part, the receipt of which by the party of the first part is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed and by these presents does grant, bargain and sell, convey and confirm unto the party of the second part, and unto its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Sacramento, State of California, particularly described as follows: Commencing at a point in the line of fence marking the northerly boundary line of the so-called "Folsom Road" extending from the City of Sacramento, to the Town of Folsom, the said point of commencement being distant south 25° 40½' east thirty two (32.0) feet from the southeasterly corner of the concrete floor of the old Nimbus Winery Building of the party of the first part; running thence following the said line of fence north 64° 19' east six hundred and forty-two and one tenth (642.1) feet; thence north 24° 19½' west five hundred and seventy-two (572.0) feet to a point that is located twenty (20) feet southerly from the center-line of the so-called American River Canal; thence along a line that is parallel to and distant twenty (20) feet southerly from the said center line of canal the following courses and distances; south 64° 49' west seventy and three hundredths (70.03) feet, south 61° 21½' West three hundred and seventy seven and twenty four hundredths (377.24) feet, south 46° 40' West one hundred and forty eight and thirty five hundredths (148.35) feet, south 45° 12' West one hundred and seventy eight and twenty three hundredths (178.23) feet, south 54° 42' West one

THIS INDEBTURE made this 29th day of November, A. D. 1920, between MATOMAS COMPANY OF CALIFORNIA, a corporation incorporated, organized and existing under the laws of the State of California, the party of the first part, and LIBBY, McNEILL and LIBBY, a corporation incorporated, organized and existing under and by virtue of the laws of the State of Maine, the party of the second part, WITNESSETH: That the party of the first part, for and in consideration of the sum of ten dollars (\$10) lawful money of the United States, paid to the party of the first part by the party of the second part, the receipt of which by the party of the first part is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed and by these presents does grant, bargain and sell, convey and confirm unto the party of the second part, and unto its successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Sacramento, State of California, particularly described as follows: Commencing at a point in the line of fence marking the northerly boundary line of the so-called "Folsom Road" extending from the City of Sacramento, to the Town of Folsom, the said point of commencement being distant south 25° 40½' east thirty two (32.0) feet from the southeasterly corner of the concrete floor of the old Nimbus Winery Building of the party of the first part; running thence following the said line of fence north 64° 19' east six hundred and forty-two and one tenth (642.1) feet; thence north 24° 19½' west five hundred and seventy-two (572.0) feet to a point that is located twenty (20) feet southerly from the center-line of the so-called American River Canal; thence along a line that is parallel to and distant twenty (20) feet southerly from the said center line of canal the following courses and distances; south 64° 49' west seventy and three hundredths (70.03) feet, south 61° 21½' West three hundred and seventy seven and twenty four hundredths (377.24) feet, south 46° 40' West one hundred and forty eight and thirty five hundredths (148.35) feet, south 45° 12' West one hundred and seventy eight and twenty three hundredths (178.23) feet, south 54° 42' West one

hundred and nine and eighty four hundredths (109.84) feet, and south 56° 17½' west seventy-nine and forty-eight hundredths (79.48) feet to a point that is located one hundred (100) foot easterly at right angles to the northerly prolongation of the line of fence marking the easterly boundary line of the tract of land upon which are located the so-called Nimbus cottages of the party of the first part; thence following a line that is parallel to and distant one hundred (100) foot easterly at right angles from the said fence south 25° 40½' east three hundred and fifty five and fifteen hundredths (355.15) feet to a point in the northerly boundary line of the said Folsom Road; and thence north 64° 19' East two hundred and seventy eight and seven tenths (278.7) feet to the point of commencement; containing ten (10.0) acres more or less and being a portion of projected section sixteen (16), Township nine (9) North, range seven (7) east, Mount Diablo Base and Meridian, in the Rancho Rio de los Americanos; all as delineated in red on the map attached hereto and marked "Exhibit A". TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the party of the second part, and unto its successors and assigns forever. SUBJECT to the lien of State and County taxes for the year A. D. 1920-1921 and also subject to the liens of all reclamation and drainage assessments and all other charges of every kind, levied upon or assessed against the said premises. IN WITNESS WHEREOF the party of the first part has hereto caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers thereto duly authorized, the day and year first hereinabove written.

(CORPORATE SEAL)

U. S. Int. Rev.
 Stamps
 \$21.50
 Cancelled

HATOMAS COMPANY OF CALIFORNIA

By Louis Sloss
 Vice President
 By P. C. Knapp
 Secretary

State of California)
 City and) SS
 County of San Francisco)

On this 14th day of December, A. D. 1920, before me Mattie C. Stirling, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Louis Sloss, and P. C. Knapp, known to me to be the Vice President and the Secretary, respectively of Hatomas Company of California, the corporation that executed the foregoing instrument and they acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

Mattie C. Stirling
 Notary Public in and for the City and County of San Francisco, State of California.

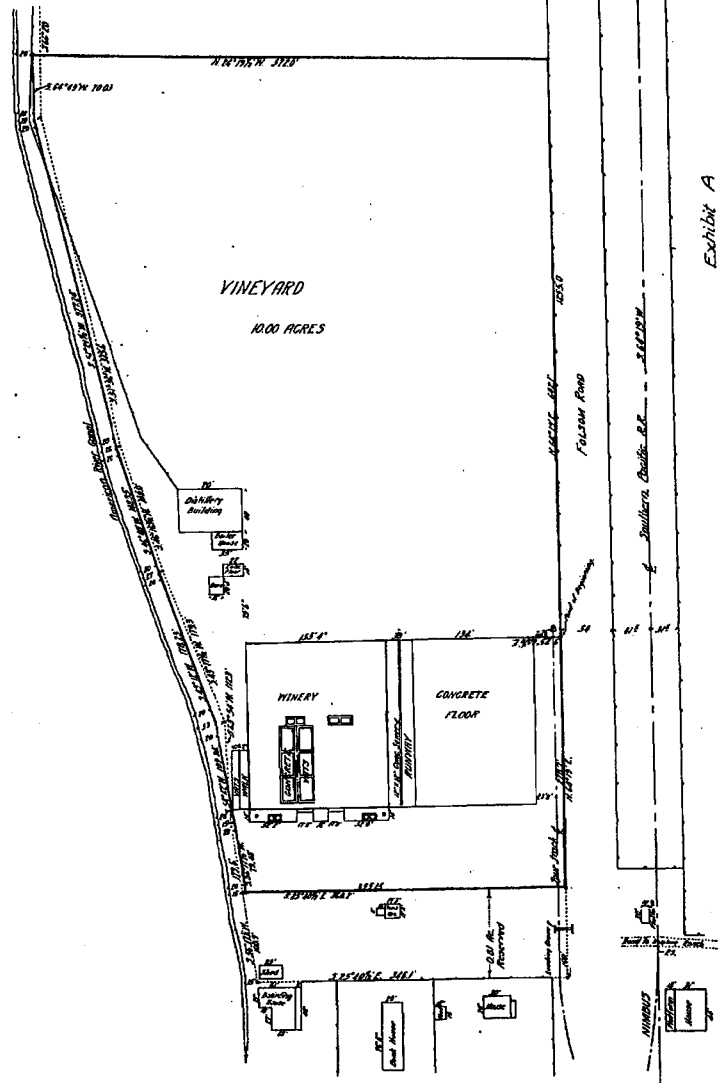


Exhibit A

Recorded at request of Libby, McNeill & Libby, Jan. 6, 1921 at 1 h. 6' P. M.

BOOK PAGE

72

72

281

RECORDED BOOK 72 PAGE 02-09

Page 281 Title Insurance and Trust Company

FEB 9 11 27 AM 1972

County Recorder

\$2.80

11121

N-284605-K7

SPACE ABOVE THIS LINE FOR RECORDER'S USE
TO 286.2 CA 18-571 (OPEN) E-11 SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 7th day of February, 1972, between EDWIN W. GREENHALGH and ETHEL GREENHALGH, his wife, hereinafter called TRUSTOR, whose address is Star Rt., Box 16, Folsom, California, 95630 TITLE INSURANCE AND TRUST COMPANY, a California corporation, hereinafter called TRUSTEE, and GUY G. GIBSON and JANE A. GIBSON, his wife, as Joint Tenants, hereinafter called BENEFICIARY,

Witnesseth: That TRUSTOR HEREBY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Sacramento County, California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, at the City and County of Sacramento, California, this 7th day of February, 1972.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (B) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustee incorporated by reference as contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$12,500.00, executed by Trustor to favor of Beneficiary as order. 3. Payment of such further sums as the idea recited amount of said note, by installment, may become from Beneficiary, when contained by another note (or notes) securing it is so secured.

To Preserve the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the notes secured hereby, that portions (1) to (54), inclusive, of the section of the Statutes of the State of California, and Sections 10000 to 10009, inclusive, of the Statutes of the State of California, and in all other counties October 23, 1961, in the book and on the page of Official Records in the office of the county recorder of the county where said property is located, set out below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	448	684	King	790	825	Placer	852	389	Sierra	468	328
Alameda	448	258	Lake	362	39	Plumas	153	5	Siskiyou	608	281
Alameda	164	148	Mariposa	171	471	San Bernardino	3085	532	Tahoe	1388	882
Bates	1145	1	Los Angeles	73853	899	Sacramento	4222	82	Tulare	1883	883
Calaveras	145	152	Madison	810	179	San Benito	271	103	Yuba	1715	426
Colusa	296	517	Marin	1388	337	San Bernardino	3267	61	Yuba	378	537
Colusa	3978	47	Mariposa	77	292	San Francisco	4333	980	Yuba	491	289
Del Norte	78	414	Monterey	579	538	San Joaquin	3476	211	Yuba	92	354
El Dorado	538	434	Monterey	1347	538	San Luis Obispo	1151	18	Yuba	2394	378
El Dorado	4536	272	Shasta	764	851	San Mateo	4278	428	Yuba	138	47
El Dorado	422	184	Stanislaus	32	429	Santa Barbara	1678	848	Yuba	2622	284
El Dorado	467	337	Stanislaus	2784	528	Santa Clara	3236	261	Yuba	452	348
Inyo	1291	381	Stearns	679	86	Santa Cruz	1425	694	Yuba	234	486
Inyo	147	298	Sutter	325	238	Santa Cruz	484	528			
Kern	3427	66	Travis	3889	641	San Diego	Series 2 Cont. 1961, Page 16287				

(which portions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof in full as though set forth herein in full; that he will observe and perform and possesses; and that the references to property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Force of Effect and of any Transfer of Title be made, as directed to him at the address hereinafter set forth.

STATE OF CALIFORNIA }
COUNTY OF Sacramento } SS.

On February 8, 1972 before me, the undersigned a Notary Public in and for said State, personally appeared Edwin W. Greenhalgh and Ethel Greenhalgh

Signature of Trustor
Edwin W. Greenhalgh
Ethel Greenhalgh

Knows me to be the person(s) whose name is subscribed to the within instrument and acknowledged that they executed the same

Signature: Ruth Roath
Name (Typed or Printed)



Title Order No. _____

Errors or Losses No. _____

BOOK

PAGE

72

28

DEED

WITH

THIS

THIS

THIS

DEED

PARCEL NO. 1:

BOOK 72-02-09

EXHIBIT "A"

All that certain tract or parcel of land situated in the Rancho Rio de los Americanos, County of Sacramento, State of California, described as: Beginning at a point on the Easterly line of that certain 10.00 acre tract of land conveyed by Matomas Company of California, to Libby, McNeill and Libby, by Deed dated November 29, 1920, of record in Book 591 of Deeds, page 156, which is located North 24°19'-1/2' West 45.75 feet from the Southeast corner of said 10.00 acre tract. The said point of beginning being further described as being located North 300.2 feet and East 569.3 feet from the most Easterly corner of concrete floor of Libby, McNeill and Libby's Cannery in projected Section 16, Township 9 North, Range 7 East, M.D.S. & M., the said concrete floor corner being located 117.4 feet Northerly at right angles from the center line of Southern Pacific Railroad Tract; thence running along the said Easterly boundary line of said 10.00 acre tract of land North 24°19'-1/2' West 536.55 feet to a point in the Southerly boundary line of the right of way so-called "American River Canal" of Matomas Mutual Water Co., No.1; the said last mentioned point being distant South 24°19'-1/2' East 20.00 feet from the Southwesterly corner of a certain tract of land conveyed by Matomas Company of California to August Schwall and Annie Schwall, by deed dated January 8, 1927, recorded in Book 127 of Official Records, page 321; and being also distant North 24°19'-1/2' West 10.3 feet from the most Northerly corner of said Libby, McNeill and Libby 10.00 acre tract of land; thence along said Southerly boundary line of said American River Canal the following courses and distances, North 57°40' East 176.7 feet and North 64°09' East 235.15 feet; thence South 24°19'-1/2' East 527.63 feet to a point that is located 100.00 feet Northerly at right angles from the Northerly boundary line of the Southern Pacific Railroad right of way; thence North 24°19' West 411.26 feet along a line that is parallel to and distant 100.00 feet Northerly from said Northerly boundary line of said railroad right of way to the point of beginning and being a portion of said projected Section 16.

PARCEL NO. 2:

A strip of land 40.00 feet in width described as follows: Beginning at the most Southerly corner of the 5.00 acre tract of land described in Deed from Matomas Company to M.D. Wall, dated March 25, 1932 the said corner being located in the Easterly boundary line of the 10.00 acre tract of land conveyed by Matomas Company of California, to Libby, McNeill and Libby, by Deed dated November 29, 1920, North 24°19'-1/2' West 181.25 feet from the center line of the Southern Pacific Company's Main line of railroad tract; thence running through North 64°19' East 411.80 feet along the Southerly boundary of said M.D. Wall 5.00 acre tract to the most Easterly corner thereof; thence South 24°19'-1/2' East 40.00 feet to a point in the Northerly boundary line of the right of way of U.S. Highway 50; thence South 64°19' West 411.80 feet along said right of way line to a point in the said Easterly boundary line of the Libby, McNeill and Libby Tract; and thence North 24°19'-1/2' West 40.00 feet along said last mentioned boundary line to the point of beginning; and being a portion of projected Section 16, Township 9 North, Range 7 East, M.D.S. & M., in the Rancho Rio de los Americanos.

1122

LJ/pt

BOOK PAGE
07 05 15 1893

069-000-55
at to acct 6/5-1893

COUNTY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
REAL ESTATE SECTION

EASEMENT
THE CITY OF FOLSOM

OFFICIAL RECORDS
MAY 15 PM 12:28
COUNTY CLERK - SACRAMENTO

GRANTS to the County of Sacramento, a political subdivision of the State of California, an EASEMENT for

PUBLIC UTILITIES

142644

NO
FEE
G

upon, over and across that certain real property in the County of Sacramento, State of California, described as follows:

BEGINNING ON THE NORTHEAST CORNER OF PARCEL B AS SHOWN ON THAT PARTICULAR PARCEL MAP FILED IN BOOK 23 OF MAPS AT PAGE 19, SACRAMENTO COUNTY RECORDS, SAID CORNER ALSO BEING THE SOUTH-EASTERLY CORNER OF "LIFT STATION NO. 2" AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID PARCEL B AND THE SOUTHERLY LINE OF "PARCEL 1", OF THAT PARTICULAR GRANT DEED FILED IN BOOK 7305-29, PAGE 791 SACRAMENTO COUNTY RECORDS, SOUTH 64° 06' 00" WEST 20.01 FEET TO A POINT BEING DISTANT 20.00 FEET AT RIGHT ANGLES TO THE EAST LINE OF SAID PARCEL 1; THENCE LEAVING SAID NORTH LINE ALONG A LINE BEING PARALLEL TO SAID EAST LINE NORTH 24° 19' 30" WEST 77.99 FEET TO A POINT BEING DISTANT 22.00 FEET AT RIGHT ANGLES TO THE NORTHEASTERLY PROJECTION OF THE NORTHERNMOST LINE OF SAID PARCEL B, AND THE NORTH LINE OF SAID "PARCEL 1"; THENCE NORTH 60° 19' 30" WEST 30.29 FEET TO A POINT ON SAID NORTHEASTERLY PROJECTION; THENCE ALONG SAID PROJECTION NORTH 64° 06' 00" EAST 41.44 FEET TO THE NORTHERLY CORNER OF SAID LIFT STATION; THENCE ALONG THE EASTERLY LINE OF SAID "PARCEL 1" ALSO BEING THE NORTHWESTERLY PROJECTION OF THE EASTERNMOST LINE OF SAID PARCEL "B" SOUTH 24° 19' 30" EAST 100.00 FEET TO THE POINT OF BEGINNING.

Dated this 16th day of April 1927

Signed and delivered in the presence of

Adlene S. P. O.

CITY OF FOLSOM

MAYOR

PUE 26813

DIRECT ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

known to me to be the person _____ whose name _____ subscribed to the within deed and acknowledged that _____ executed the same
WITNESS my hand and official seal

WITNESS ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within deed as a witness thereto, who being duly sworn, says: that his place of residence was _____, that he was present and saw _____

personally known to him to be the person _____ whose name _____ subscribed to the within deed execute the same; and that affiant subscribed his name thereto as a witness to said execution.
WITNESS my hand and official seal.

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, know to me to be the President, and _____, known to me to be the Secretary of the corporation that executed the within deed, and known to me to be the persons who executed the within deed on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, and acknowledged to me that such corporation executed the within deed pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Date: 5-18-87 _____
Chief Real Estate Agent

After Recording return EASEMENT to the
REAL ESTATE DIVISION, PUBLIC WORKS, COUNTY OF SACRAMENTO
66-601

NO. file 20813

RESOLUTION NO. 2119

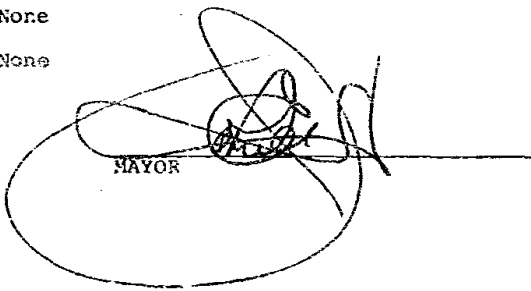
A RESOLUTION DEDICATING
PUBLIC UTILITY EASEMENT
TO COUNTY OF SACRAMENTO

THE CITY COUNCIL OF THE CITY OF FOLSOM DOES HEREBY RESOLVE AS
FOLLOWS:

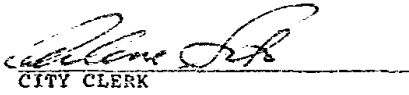
The City of Folsom hereby dedicates a public utility easement
to the County of Sacramento, as described on the attached exhibit.
The easement is necessary to supply Cattleman's Restaurant with
utility services.

PASSED AND ADOPTED this 6th day of April, 1987,
by the following roll call vote:

- AYES: Councilmen: Carmody, Gibson, Goodell, Hannaford, Kipp
- NOES: Councilmen: None
- ABSENT: Councilmen: None
- ABSTAIN: Councilmen: None


 MAYOR

ATTEST:



 CITY CLERK

CITY OF FOLSOM
CERTIFIED DOCUMENT

ARLENE SOTO, CMC
FOLSOM CITY CLERK
50 NATOMA STREET
FOLSOM, CA 95630

The foregoing information is an official record of the Office of the City Clerk,
City of Folsom, County of Sacramento, State of California and is hereby cer-
tified to be true and correct.

PUE 30813


 ARLENE SOTO, CMC
 FOLSOM CITY CLERK
 DATED April 16, 1987

CF00572 R/W UNDERGROUND :
RECORDED AT REQUEST OF :
PACIFIC BELL :
WHEN RECORDED RETURN TO :
PACIFIC BELL :
3707 KINGS WAY :
SECTION B-17 :
P. O. BOX 15038 :
SACRAMENTO, CA 95851 :

THIS BOX FOR

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

1987 NOV -6 PM 1:28

300189

John P. Smith
COUNTY CLERK

NO DOCUMENTARY TRANSFER TAX DUE.
BY *Ch. Manangan* PACIFIC BELL
AGENT YM:mc

UC 7144Y Folsom Nimbus UC 70
A.P.N. 69-0060-55

Por. Sec. 16, T9N, R7E
Rancho De Los Americanos

FEE
\$9
L

GRANT OF EASEMENT

The undersigned Grantor(s) hereby grant(s) to PACIFIC BELL, its respective successors, assigns, lessees and agents (hereinafter collectively called "grantees"), an easement to construct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as Grantees may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, manholes, handholes and aboveground markers, pedestals, terminal equipment cabinets, other associated electrical conductors and necessary fixtures and appurtenances in, under and upon that certain real property in the County of Sacramento, City of Folsom, State of California, described as:

A portion of projected Section 16, T9N, R7E, MDB&M in Rancho De Los Americanos, Sacramento County, California.

Beginning at the Southeasterly corner of Parcel "B" as shown on that certain Parcel Map filed for record August 14, 1975 in Book 23 of Parcel Maps at Page 23 of said County; thence North 24°19'30" West, 467.63 feet to the True Point of Beginning of Lift Station No. 2 site; thence, North 24°19'30" West, 100.00 feet; thence South 64°06'00" West 80.00 feet; thence, South 24°19'30" East 100.00 feet; thence North 64°06'00" East, 80.00 feet to the true point of beginning.

Said facilities shall be located within a strip of land 5.00 feet in width shown and delineated "as Pacific Bell Easement" on the map marked "Exhibit A" attached hereto and made a part hereof.

Grantees shall be responsible for damage caused intentionally or by any negligent act or omission of Grantees, its agents or employees while exercising the rights granted herein.

Executed this 23rd day of September, 1987.

CITY OF FOLSOM, a Municipal Corporation

By: *[Signature]*
[Signature]

BOOK
PAGE
97 11-6 1565

BOOK PAGE
17 11-6 1566

CF 0054-Q (9-82) (PUBLIC CORPORATION) (AGENCY) (POLITICAL SUBDIVISION)
(Ref. PT&T R/W Title Matters Manual)

STATE OF CALIFORNIA,
County of Sacramento }

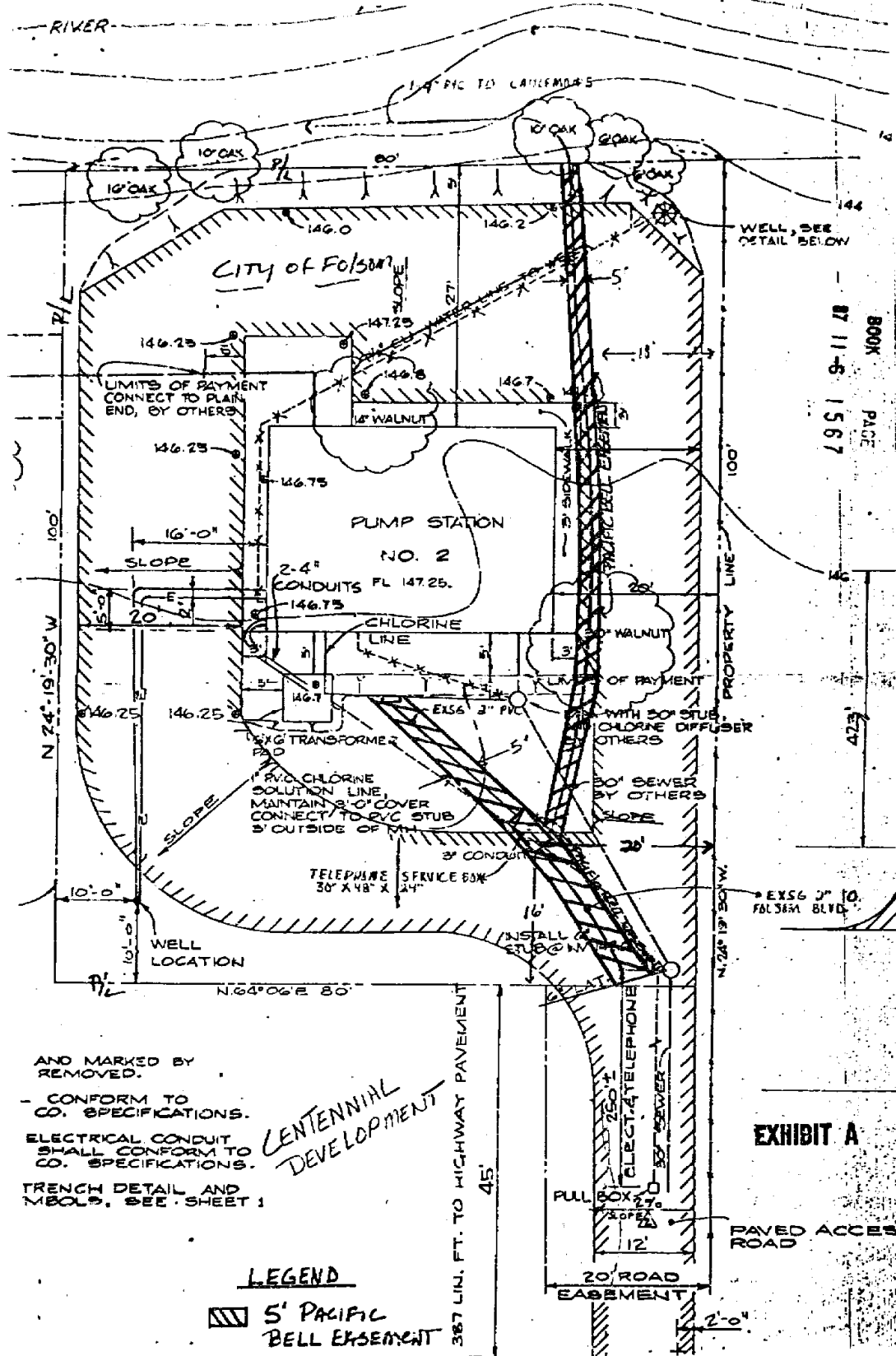
SS

On this 23rd day of September, 1987, before me D. A. Marrow, a Notary Public of the State of California, duly commissioned and sworn, personally appeared John Kipp and Arlene Soto

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as the Mayor and City Clerk on behalf of the City of Folsom, the (public corporation) (agency) (political subdivision) that executed the within instrument on behalf of the (public corporation) (agency) (political subdivision) therein named, and acknowledged to me that such (public corporation) (agency) (political subdivision) executed the same.



Witness my hand and official seal
D. A. Marrow
NOTARY PUBLIC in and for said State



AND MARKED BY REMOVED.

- CONFORM TO CO. SPECIFICATIONS.

ELECTRICAL CONDUIT SHALL CONFORM TO CO. SPECIFICATIONS.

TRENCH DETAIL AND M.B.O.L'S. SEE SHEET 1

CENTENNIAL DEVELOPMENT

LEGEND

 5' PACIFIC BELL EASEMENT

BOOK PAGE
87 11-S 1567

EXHIBIT A

BOOK PAGE
87 12-9 1310

Recording requested by and
date recorded mail is:
**ARLENE SOTO, CMC
FOLSOM CITY CLERK
50 NATOMA STREET
FOLSOM, CA 95630**

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.
1987 DEC -9 AM 11:04
[Signature]
COUNTY CLERK

RESOLUTION NO. 2223

**A RESOLUTION GRANTING EASEMENT
TO PACIFIC BELL AT PUMP STATION NO. 2**

323388

THE CITY COUNCIL OF THE CITY OF FOLSOM DOES HEREBY RESOLVE AS
FOLLOWS:

The City of Folsom hereby grants an easement to Pacific Bell
as described on the attached exhibit. The easement is necessary
to supply Cattleman's Restaurant with communication facilities.

NO
FEE
N

PASSED AND ADOPTED this 10th day of September, 1987, by
the following roll call vote:

- AYES: Councilmen: Gibson, Goodell, Harnaford, Kipp
- NOES: Councilmen: None
- ABSENT: Councilmen: None
- ABSTAIN: Councilmen: Carmody

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK

**CITY OF FOLSOM
CERTIFIED DOCUMENT**

**ARLENE SOTO, CMC
FOLSOM CITY CLERK
50 NATOMA STREET
FOLSOM, CA 95630**

The foregoing information is an official record of the Office of the City Clerk,
City of Folsom, County of Sacramento, State of California and is hereby cer-
tified to be true and correct.

[Signature]
ARLENE SOTO, CMC
FOLSOM CITY CLERK
DATED: NOV. 18, 1987

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

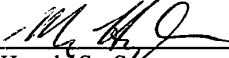


Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202306301254** Fees \$0.00
6/30/2023 4:31:25 PM Taxes \$0.00
AAS PCOR \$0.00
Titles 1 Paid \$0.00
Pages 3

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept

Name/Date: 
Print Name & Dept: My Huynh, SacSewer
APN: 069-0060-055
Project Name & Dept: S038 Folsom Bl Surplus Sale
(Regional San)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "Regional San" or "GRANTOR"), do(es) hereby grant to the **SACRAMENTO AREA SEWER DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SacSewer"), an easement, for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining sanitary sewer pipelines, of such dimensions as SacSewer shall deem necessary, together with all necessary appurtenances, including the right to excavate, construct, reconstruct, repair, operate, upgrade and forever maintain said facilities appertaining thereto, including a perpetual right of way over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

BEGINNING ON THE NORTHEAST CORNER OF PARCEL B AS SHOWN ON THAT PARTICULAR PARCEL MAP FILED IN BOOK 23 OF MAPS AT PAGE 19, SACRAMENTO COUNTY RECORDS, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF "LIFT STATION NO. 2" AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORHERLY LINE OF THE SAID PARCEL B AND THE SOUTHERLY LINE OF "PARCEL 1", OF THAT PARTICULAR GRANT DEED FILED IN BOOK 7305-29, PAGE 791 SACRAMENTO COUNTY RECORDS, SOUTH 64° 06' 00" WEST 20.01 FEET TO A POINT BEING DISTANT 20.00 FEET AT RIGHT ANGLES TO THE EAST LINE OF SAID PARCEL 1; THENCE LEAVING SAID NORTH LINE ALONG A LINE BEING PARALLEL TO SAID EAST LINE NORTH 24° 19' 30" WEST 77.99 FEET TO A POINT BEIONG DISTANT 22.0 FEET AT RIGHT ANGLES TO THE NORTHEASTERLY PROJECTION OF THE NORTHERNMOST LINE OF SAID PARCEL B, AND THE NORTH LINE OF SAID "PARCEL 1"; THENCE NORTH 69° 19' 30" WEST 30.29 FEET TO A POINT ON SAID NORTHEASTERLY PROJECTION, THENCE ALONG SAID PROJECTION NORHT 64° 06' 00" EAST 41.44 FEET TO THE NORTHERLY CORNER OF SAID LIFT STATION; THENCE ALONG THE EASTERLY LINE OF SAID "PARCEL 1" ALSO BEING THE NORTHWESTERLY PROJECTION OF THE EASTERNMOST LINE OF SAID PARCEL "B" SOUTH 24° 19' 30" EAST 100.00 FEET TO THE POINT OF BEGINNING.

together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement Area by GRANTOR or assignees or successors in interest, shall not be allowed without the prior written approval of SacSewer; except for the following uses (collectively, the "Allowable Uses"): (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) non-colored and non-patterned asphalt and concrete driveways, sidewalks, bikepaths, surface parking, curbs and gutters. Any of said Allowable Uses shall not be installed in a manner that will impede vehicular

R-DOC LOG No. S 032335

SALE LOG No. C-1434

M:\RealEstate\Templates\RES SDA RE Mgmt\SacSewer\Deeds\Sewer Easement SacSewer sgp 06072017

access by SacSewer for maintenance purposes. Other than the aforementioned Allowable Uses, each use proposed by GRANTOR must be approved in writing by SacSewer's District Engineer, with said approval being in the District Engineer's sole discretion, prior to construction within or use of the Easement Area by the GRANTOR. For any required written approval, the GRANTOR shall contact the SacSewer Main Office. All use activities, including but not limited to Allowable Uses, shall not in any way limit SacSewer's rights under this Easement. Even if SacSewer's District Engineer has approved the use within the Easement Area, SacSewer retains the right to remove all or any part of the approved use to allow SacSewer to use the Easement Area at any time pursuant to the rights granted herein. Except for the Allowable Uses identified above, SacSewer shall not be liable for any cost related to the removal or replacement of said improvements constructed by GRANTOR within the Easement Area.

Dated this 27 day of June, 2023

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code Section 4700

BY: Christoph Dobson
Christoph Dobson, District Engineer/General Manager
Under delegated authority by:
Resolution No.: SR-2900 Dated: October 11, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On 6/27/23 before me, ANNA ESTHER DRUMRIGHT, notary public,
date name of notary officer

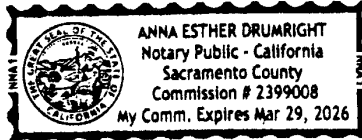
personally appeared CHRISTOPH DOBSON,
name(s) of signers

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary



OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 DATA REQUESTED HERE IS NOT REQUIRED BY LAW.
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE
 Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Area Sewer District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0267 of the Board of Directors of said District adopted on October 11, 2017 and the Grantee consents to recordation thereof by its duly authorized officer.

[Signature]
 District Engineer/General Manager

6-27-23
 Date
